



AGREEMENT FOR PAYMENT OF LAND USE APPLICATION FEES

www.townofpagosasprings.com

970.264.4151

BY MAIL TO:

OR

IN PERSON TO:

**TOWN OF PAGOSA SPRINGS
PLANNING DEPARTMENT
PO BOX 1859
PAGOSA SPRINGS, CO 81147**

**PLANNING DEPARTMENT
TOWN HALL
551 HOT SPRINGS BLVD.
PAGOSA SPRINGS, CO**

AS PROPERTY OWNER owner/applicant, and As Owner's Agree on Application, if different from Owner (Collectively "APPLICANT"), **AGREE AS FOLLOWS** with the Town of Pagosa Springs, Colorado (**TOWN**), in consideration of the TOWN'S acceptance of APPLICANT'S application for the land use approval as further described below:

1. APPLICANT has submitted to the TOWN an application for approval of: _____
2. APPLICANT acknowledges and understands that the Town Council Resolution 09-05 establishes a fee structure for Land Use Applications. This includes a refundable deposit which must be paid prior to the TOWN'S acceptance of any application for processing, and the provisions for billing the APPLICANT for any costs accrued above the non-refundable deposit amount. Resolution 09-05 and this agreement shall govern the payment of fees for processing applications.
3. The APPLICATION shall not be accepted for processing unless the property owner of record of the property included in the APPLICATION signs this AGREEMENT. In the case of multiple property owners, the Town Clerk shall have the discretion to determine which owner shall sign.
4. The APPLICANT shall be billed by the TOWN for all actual costs (including but not limited to staff time, attorney's fees, engineering fees, mailing, copying and publication and any other fees incurred by the TOWN), which the TOWN has accrued to date in processing the APPLICATION. The TOWN will bill the APPLICANT until all costs are paid.
5. The APPLICANT agrees to pay all such bills in full, and by whatever manner of payment is specified by the TOWN, by delivery made to the TOWN no later than one (1) month after the billing date. The TOWN shall have the discretion to suspend processing of the APPLICATION if any payments under this agreement are not made on time. This suspension may involve the postponement of scheduled Planning Commission or Town Council hearing or meetings and the incurrence of additional costs such as for re-notification or republication. Similarly, the TOWN shall have the discretion to terminate the processing of any APPLICATION for which any billed payment is more than three (3) months overdue.
6. The person whom the APPLICANT designates to receive all billings for fees under this AGREEMENT is as follows:

Any billing mailed to this person/address and not returned to the TOWN shall be deemed to have been received. The APPLICANT may change the billing address under this paragraph by providing written notification of such change to the TOWN.

7. In the event of nonpayment of fees, the TOWN shall have the right to file a fee collection action against any or all of the persons signing this AGREEMENT as APPLICANT. Any resulting judgment for fees may be enforced in any legal manner whatsoever and may be filed as a judgment lien against the real property which is the subject of the APPLICATION, as well as against any real property owned in whole or in part by judgment debtor hereunder.
8. Any agreement by the TOWN to forego any of the judicial or administrative remedies available to them under this AGREEMENT in response to the late payment or nonpayment of fees, shall not in any way constitute a waiver by the TOWN of any rights to collect fees or appropriately process the APPLICATION as provided herein.
9. This AGREEMENT shall be construed and enforced in accordance with the ordinances and laws of the TOWN and the State of Colorado.

PROPERTY OWNER (property owner to sign per paragraph 3, above)

By: _____ By: _____

Date: _____ Date: _____

TOWN OF PAGOSA SPRINGS, COLORADO

By: _____ Date: _____
Town Manager

Attest:

By: _____ Date: _____
Clerk